

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF NORTH CAROLINA  
CHARLOTTE DIVISION  
Case No. 3:19-CV-00532-RJC-DSC**

**LUIS MORENO** individually and on behalf of  
similarly situated persons,

Plaintiff,

v.

**PRAIRIE PIZZA, INC., PATTERSON PIZZA  
COMPANY, LLC, TEAM LINCOLNTON,  
INC., MP3 PIZZA COMPANY, INC.,  
LRB&B, INC., MOUNTAINEER PIZZA,  
LLC, MJM PIZZA, LLC, and KING KAY,  
LLC,**

Defendants.

**[PROPOSED] ORDER GRANTING PLAINTIFF'S UNOPPOSED MOTION FOR FINAL  
APPROVAL OF CLASS AND COLLECTIVE ACTION SETTLEMENT AGREEMENT**

**THIS MATTER** is before the Court on Plaintiff's Unopposed Motion for Final Approval of Class and Collective Action Settlement Agreement ("Motion for Final Approval"). Having carefully considered Plaintiff's Motion for Final Approval, the undersigned will grant the Motion for Final Approval.

**IT IS THEREFORE ORDERED** that Plaintiff's Motion for Final Approval is **GRANTED**. The Court **ORDERS**:

1. The Agreement is granted final approval, the Agreement's terms are fair, reasonable, and adequate, and the Parties shall consummate its terms and provisions;
2. The Settlement Class is finally certified as a collective action pursuant to Section 216(b) of the FLSA and as a class action pursuant to Federal Rule of Civil Procedure 23;

3. Defendants have complied with all their obligations pursuant to the Class Action Fairness Act, 28 U.S.C. § 1715 (“CAFA”) with respect to this class action settlement;

4. The Net Settlement Amount, as defined in the Agreement, shall be distributed to the Settlement Class Members;

5. The actual costs of the Settlement Claims Administrator are approved in the amount of \$23,160.06;

6. The proposed Service Payment to Plaintiff Luis Moreno is approved in the amount of \$5,000.00;

7. The payment of attorney’s fees to Class Counsel and reimbursement of Class Counsel’s actual costs and litigation expenses in the amount of \$341,666.67;

8. All Settlement Class Members (other than those who filed timely and valid Exclusion Letters) are permanently enjoined from prosecuting against Defendants and the Released Parties any and all of the Settlement Class Members’ Released Claims during the applicable Release Period;

9. The Class Representative is permanently enjoined from prosecuting against Defendants and the Released Parties any and all of the Class Representative’s Released Claims during the applicable Release Period; and

10. The Litigation is dismissed with prejudice in accordance with the terms of the Agreement.

IT IS SO ORDERED this \_\_\_\_\_ by \_\_\_\_\_